

**UMAVERDE BED & BREAKFAST
TERMS AND CONDITIONS
UPDATED AS OF FEBRUARY 12, 2017**

Welcome to www.umaverdebb.com, an on-line reservation and information service on the World Wide Web (this "Site") operated by UmaVerde Bed & Breakfast ("UmaVerde B&B"), a business owned and managed by UmaVerde Corporation, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Nietes St., San Jose de Buenavista, Antique, Philippines. This Site offers information on bed and breakfast and other forms of accommodation owned, managed, franchised, or operated by UmaVerde Corporation and/or its affiliated companies. The following are the terms and conditions which govern your use of this Site.

Agreement with Terms and Conditions

This Agreement is between You, the purchaser of the products or services on this Site ("You"), and UmaVerde B&B. "We" and "Us" mean both You and UmaVerde B&B. The effective date of this Agreement is when You accept this Agreement in accordance with the procedure set out below.

BY ACCESSING, BROWSING THROUGH, OR MAKING A RESERVATION USING THIS SITE, YOU EXPRESSLY ACCEPT THE FOLLOWING TERMS AND CONDITIONS, WITHOUT MODIFICATION, AND INTEND TO BE LEGALLY BOUND BY THEM. CAREFULLY READ ALL OF THE APPLICABLE TERMS AND CONDITIONS AS SET OUT BELOW BEFORE PROCEEDING. If You do not agree with any part of this Agreement, please do not proceed and exit this Site immediately. If You violate any of these terms and conditions, your permission to use this Site automatically terminates, and You must immediately destroy any copies You have made of its content.

Modification to this Site or this Agreement

UmaVerde B&B reserves the right at any time to change any information contained in this Site or this Agreement. Any such changes will appear on the individual pages of this Site and/or in this Agreement. Such changes shall be effective immediately upon posting them on this Site. By using this Site, You agree in advance to accept any such changes.

UmaVerde B&B may make information regarding specific promotions which UmaVerde B&B is making available on this Site. Any such promotion is subject to the specific terms, conditions, and restrictions listed on this Site in connection with such promotion. UmaVerde B&B reserves the right to alter or withdraw any promotion at any time. Each promotion is void where prohibited by law.

Reservation Transactions

Use of the electronic reservation service (the "Reservation Service") on this Site is provided solely to assist You in determining availability of, and to make legitimate reservations for, bed and breakfast and other forms of accommodation owned, managed, franchised, or operated by UmaVerde Corporation and/or its affiliated companies. In connection with this Reservation Service, the following terms and conditions apply:

- a. You agree to only use the Reservation Service to make legitimate reservations and not to make speculative, false, or fraudulent reservations, or any reservation in anticipation of demand.
- b. You warrant that You possess the requisite authority and capacity to enter into this Agreement, and to use the Reservation Service in accordance with all of the terms and conditions contained herein.
- c. You agree to be fully and solely financially responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the Reservation Service.
- d. You understand and acknowledge that abuse of the Reservation Service may result in You being denied access to the Reservation Service.
- e. You understand and acknowledge that the room availability and pricing information provided by the Reservation Service constitutes an invitation to You to make an offer. You further understand and acknowledge that your use of the booking engine constitutes an offer by You to make a reservation on the terms You have indicated. A BINDING CONTRACT IS FORMED ONLY ONCE A CONFIRMATION NUMBER FOR YOUR RESERVATION HAS BEEN PROVIDED TO YOU AT THE END OF THE RESERVATION-MAKING PROCESS, INDICATING THAT YOUR OFFER HAS BEEN ACCEPTED. You agree that all cancellations must be made in accordance with the established cancellation policy of UmaVerde B&B (as indicated on the pages within this Site), based on local time on the day of your scheduled arrival.
- f. You understand and acknowledge that all prices are quoted in US dollars (\$) only.

Disclaimer

UmaVerde B&B is providing this Site, on an "AS IS, AS AVAILABLE" basis to users. YOU USE THE SITE AT YOUR OWN RISK. Neither UmaVerde B&B nor any of its owners, directors, officers, employees, affiliates, agents, third-party content providers, sponsors, licensors, suppliers, distributors, or the like, makes any representations or warranties, either express or implied, to You:

- a. that this Site will be uninterrupted or error-free,
- b. as to the results that may be obtained from the use of this Site,
- c. as to the accuracy, timeliness, or completeness of content or services provided through this Site, or
- d. as to the receipt, storage, transmission, or other use of your personal information.

THERE IS NO GUARANTEE THAT PERSONAL INFORMATION AND TRANSACTIONS ON THIS WEB SITE OR ON THE INTERNET WILL BE MAINTAINED CONFIDENTIAL AND SECURE. UMAVERDE B&B MAKES NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO UNINTERRUPTED OR ERROR-FREE OPERATION, AVAILABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, RELIABILITY, TIMELINESS, LEGALITY, SUITABILITY, PRIVACY, SECURITY, MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE SITE, ITS CONTENT, ITS RESERVATION SERVICES, OR ANY OTHER DOCUMENTS, INFORMATION, ITEMS, OR MATERIALS PROVIDED BY UMAVERDE B&B IN CONNECTION WITH THE USE OF THE SITE.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL UMAVERDE B&B, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, THIRD-PARTY PROVIDERS, SPONSORS, LICENSORS, SUPPLIERS, DISTRIBUTORS, AND THEIR RESEPECTIVE DIRECTORS AND EMPLOYEES, OR ANY OTHER PARTY INVOLVED IN CREATING,

PRODUCING, OR DISTRIBUTING THIS SITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL , OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS SITE, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM THIS SITE, OR THAT RESULTS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, INCLUDING WITHOUT LIMITATION THOSE THAT RESULT FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO UMAVERDE B&B'S RECORDS, PROGRAMS, OR SERVICES, EVEN IF UMAVERDE B&B OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

Ownership and Permitted Use

Except where otherwise noted, all of this Site's design, text, graphics, images, data and other material, arrangement thereof, programming code, software, names, marks and logos used herein (the "Content"), is the property of UmaVerde B&B, its third-party providers, licensors, suppliers, or distributors. You are permitted to view, electronically copy, or download, and print in hard copy, the Content only for the purposes of making reservations or as an accommodation resource, provided You retain all copyright and other proprietary notices contained in the original Content. Any other use of the Content, including without limitation use on any other sites, modification, distribution, reproduction, or republication, without the prior written permission of UmaVerde B&B is strictly prohibited, and may subject You to liability for violation of copyright, trademark, or other laws.

Links to Third-Party Content

This Site may contain links to other sites operated by parties with which UmaVerde B&B has no contractual or other relationship. UmaVerde B&B does not review or monitor such sites and assumes no responsibility for the accuracy or appropriateness of the information contained on such sites or for any products or services offered through such sites. UMAVERDE B&B DOES NOT RECOMMEND OR ENDORSE ANY HYPERLINKS TO OR CONTENT FOUND ON OTHER SITES. In addition, You agree not to link your site or any other third-party site to this Site without the express prior written consent of UmaVerde B&B.

Governing Law

UmaVerde B&B, this Site, and the Content are physically located within the Province of Antique, Philippines. This Agreement will be governed by the laws of the Republic of the Philippines and shall be treated in all respects as a Philippine contract, without reference to the principles of conflicts of law. In the event of a dispute, We agree to submit to the non-exclusive jurisdiction of the courts of the Philippines. We have required that this Agreement and all documents relating thereto be drawn up in English.

Additional Terms

Additional terms and conditions may apply to reservation transactions, use of software, and other uses of this Site, and You agree to abide by such other terms and conditions as they appear on individual pages within this Site, as well as all applicable laws and regulations.

Severability

In the event that any provision herein is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

Relationship

No joint venture, partnership, employment, consulting, or agency relationship between You and UmaVerde B&B is intended or created by this Agreement.

Entire Agreement

These terms and conditions constitute the entire agreement between You and UmaVerde B&B with respect to the use of this Site and the Content, and supersede any and all prior or contemporaneous communications, understandings, or agreements (whether oral or written) regarding the subject matter of this Agreement. No supplement, modification, or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on UmaVerde B&B unless executed by UmaVerde B&B in writing.

Indemnity

YOU AGREE AT ALL TIMES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS UMAVERDE B&B, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, THIRD-PARTY PROVIDERS, SPONSORS, LICENSORS, SUPPLIERS, DISTRIBUTORS, AND THEIR RESPECTIVE DIRECTORS AND EMPLOYEES FROM ANY AND ALL LOSSES, CLAIMS, DAMAGES, COSTS AND EXPENSES, INCLUDING LEGAL AND OTHER FEES AND DISBURSEMENTS, WHICH UMAVERDE B&B MAY BECOME OBLIGED TO PAY ARISING OUT OF OR RESULTING FROM YOUR USE OF THE SITE OR YOUR BREACH OF THESE TERMS AND CONDITIONS.

Termination

This Agreement is effective until terminated by UmaVerde B&B, with or without cause, in UmaVerde B&B's sole and unfettered discretion. UmaVerde B&B may terminate this Agreement without notice to You if You fail to comply with any of its terms. Any such termination by UmaVerde B&B shall be in addition to and without prejudice to such rights and remedies as may be available to UmaVerde B&B, including injunction and other equitable remedies. The disclaimers, limitations on liability, ownership, termination, interpretation, and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

Enurement

This Agreement shall enure to the benefit of, and by binding upon each of Us and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the authority to accept this Agreement, and having received a copy of this Agreement.

- Nothing Follows -